Tekso: Jurnal Penelitian Sosial
Volume 1, Nomor 2, Desember 2024: 1-11
E-ISSN: xxxx-xxxx

THE EFFECT OF HARMONIZATION OF CONTRACT LAW ON SECURITY IN ELECTRONIC TRANSACTIONS

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DOI: ---
(Disubmit: 15 Desember 2024 | Diterima: 15 Desember 2024 | Dipublikasikan: 20 Desember 2024)

ABSTRACT

In this sophisticated era, the development of information and communication technology has succeeded in changing the way humans think in conducting transactions over time1. Almost all transactions carried out by humans today are transactions using electronic devices or what we can call electronic transactions. This transaction can be done anytime, anywhere, and by anyone as long as they have a good internet signal or coverage, adequate tools and understand how to use them. However, there are still many things that conflict with this electronic transaction, including that it is often considered to cross national jurisdictional boundaries. At this limit there are several things that produce legal challenges that are considered quite complex, especially in the harmonization of contract law with various countries or between countries. The existence of inequality of rules, legal understanding, and technical standards can create or produce legal uncertainty that can potentially weaken the trust between business actors and consumers who conduct electronic transactions.

Transaction Media which is often called E-Commerce can be understood as a type of buying and selling transaction or trade in goods or services through electronic media. In this electronic contract agreement is an agreement of the parties made through an electronic system. From the above background, the formulation of the research problem is how the validity of electronic contract agreements in E-Commerce transactions is reviewed from civil law. This research uses normative research methods where, examining the problem by processing data obtained from the rule of law in accordance with existing regulations and rules or norms as the basis of research. Articles 5 and 6 of the ITE Law state that information, documents and electronic signatures can be used as evidence in e-commerce transactions are considered valid as long as the information can be checked, downloaded, displayed, guaranteed, and can be accounted for. The article is emphasized by the explanation of article 5 of Law Number 19 of 2016.

This research is conducted focusing on the risks regarding the security of personal data for consumers in the Financial Technology business field in Indonesia. The protection of personal data of Financial Technology consumers is fully needed, and there must be some regulations to ensure the confidentiality of personal data on consumers in the Financial Technology business realm. This is because consumers' personal data is flooded and can be distributed and become products that are sold illegally. With rules that guarantee the confidentiality of consumers' personal data, the public will feel much safer in carrying out activities and transactions carried out using Financial Technology. Protection of consumer personal data in Financial Technology must be carried out using regulations issued by the government. In addition, Financial Technology service providers also have an obligation to maintain the availability, confidentiality and integrity of financial data, buying and selling data, as well as personal data on their consumers, starting from the initial registration to the deletion of the data. If the Financial Technology service provider plans to use the data, then they must obtain consent from the consumer by explaining the limits of data utilization in detail, including the purpose and information on the use of the data.

Keywords: Harmonization Contract Law

ABSTRAK

Di era yang serba canggih ini, perkembangan teknologi informasi dan komunikasi telah berhasil mengubah cara berpikir manusia dalam melakukan transaksi dari masa ke masa1. Hampir semua transaksi yang dilakukan oleh manusia saat ini merupakan transaksi dengan menggunakan perangkat elektronik atau yang bisa kita sebut dengan transaksi elektronik. Transaksi ini dapat dilakukan kapan saja, dimana saja, dan oleh siapa saja asalkan memiliki sinyal atau coverage internet yang baik, alat yang memadai dan mengerti cara penggunaannya. Akan tetapi, masih banyak hal yang berbenturan dengan transaksi elektronik ini, diantaranya adalah sering dianggap melintasi batas yurisdiksi negara. Pada batasan tersebut terdapat beberapa hal yang menghasilkan tantangan hukum yang dinilai cukup kompleks, terutama dalam

harmonisasi hukum kontrak dengan berbagai negara atau antar negara. Adanya ketimpangan aturan, pemahaman hukum, dan standar teknis dapat menimbulkan atau menghasilkan ketidakpastian hukum yang berpotensi dapat melemahkan kepercayaan antara pelaku usaha dengan konsumen yang melakukan transaksi elektronik.
Media Transaksi yang sering disebut dengan E-Commerce dapat dipahami sebagai salah satu jenis transaksi jual beli atau perdagangan barang atau jasa melalui media elektronik. Dalam hal ini perjanjian kontrak elektronik merupakan kesepakatan para pihak yang dilakukan melalui sistem elektronik. Dari latar belakang di atas, rumusan masalah penelitian adalah bagaimana keabsahan perjanjian kontrak elektronik dalam transaksi E-Commerce ditinjau dari hukum perdata. Penelitian ini menggunakan metode penelitian normatif dimana, mengkaji permasalahan dengan mengolah data yang diperoleh dari peraturan perundang-undangan sesuai dengan peraturan dan kaidah atau norma yang berlaku sebagai dasar penelitian. Pasal 5 dan 6 UU ITE menyebutkan bahwa informasi, dokumen, dan tanda tangan elektronik dapat dijadikan alat bukti dalam transaksi e-commerce dianggap sah sepanjang informasi tersebut dapat diperiksa, diunduh, ditampilkan, dijamin, dan dapat dipertanggungjawabkan. Pasal tersebut dipertegas dengan penjelasan pasal 5 Undang-Undang Nomor 19 Tahun 2016.
Penelitian ini dilakukan dengan fokus pada risiko mengenai keamanan data pribadi konsumen di bidang usaha Financial Technology di Indonesia. Perlindungan data pribadi konsumen Financial Technology sangat dibutuhkan, dan harus ada beberapa regulasi untuk menjamin kerahasiaan data pribadi konsumen di ranah usaha Financial Technology. Hal ini dikarenakan data pribadi konsumen yang terendam banjir dapat disebarluaskan dan menjadi produk yang diperjualbelikan secara ilegal. Dengan adanya aturan yang menjamin kerahasiaan data pribadi konsumen, masyarakat akan merasa jauh lebih aman dalam melakukan aktivitas dan transaksi yang dilakukan dengan menggunakan Teknologi Finansial. Perlindungan data pribadi konsumen dalam Teknologi Finansial harus dilakukan dengan menggunakan peraturan yang dikeluarkan oleh pemerintah. Selain itu, penyedia layanan Teknologi Finansial juga memiliki kewajiban untuk menjaga ketersediaan, kerahasiaan, dan integritas data keuangan, data jual beli, serta data pribadi konsumennya, mulai dari awal pendaftaran hingga penghapusan data tersebut. Apabila penyedia layanan Teknologi Finansial berencana untuk menggunakan data tersebut, maka harus memperoleh persetujuan dari konsumen dengan menjelaskan batasan pemanfaatan data secara rinci, termasuk tujuan dan informasi penggunaan data tersebut.

Katakunci: Harmonisasi Hukum Kontrak

Introduction

There is a very rapid development in the world of technology, information, and communication, there is one thing that can be categorized as the most important thing in economic activities in the world, namely electronic transactions or can also be referred to as digital transactions.[1] Online buying and selling transactions, digital or electronic payments, and digital contracting are increasingly dominating business interactions from the lower to the upper levels in the country and abroad. With the rapid development of electronic transactions or digital transactions, there are many things that arise related to fundamental legal challenges, especially related to the rules in electronic contracts that can cross the jurisdictional boundaries of various countries. The many differences in the legal systems of various countries that have regulated electronic transactions or digital transactions often result in uncertainty in the law which can affect the quality of trust of all parties involved in a transaction.

Transaction Media which is often called E-Commerce can be understood as a type of buying and selling transaction or trade in goods or services through electronic media. In this electronic contract agreement is an agreement of the parties made through an electronic system. From the above background, the formulation of the research problem is how the validity of electronic contract agreements in E-Commerce transactions is reviewed from civil law. This research uses normative research methods where, examining the problem by processing data obtained from the rule of law in accordance with existing regulations and rules or norms as the basis of research. Articles 5 and 6 of the ITE Law state that information, documents and

[1] Dr. Bernard Nainggolan, S.H., M.H., Jaminan Perlindungan Hukum dalam Transaksi Elektronik Lintas Batas Negara, Publika Global Media, Yogyakarta, 2021.

electronic signatures can be used as evidence in e-commerce transactions are considered valid as long as the information can be checked, downloaded, displayed, guaranteed, and can be accounted for. The article is emphasized by the explanation of article 5 of Law Number 19 of 2016.

In this electronic contract agreement is an agreement between the parties made through an electronic system. An agreement or contract must fulfill the conditions for the validity of the agreement, namely agreement, capability, certain things and a halal cause, as specified in article 1320 of the Civil Code. This type of agreement is often found in the community is a sale and purchase agreement for goods and or services, both in written and oral form. The existence of the internet undeniably brings various impacts on every aspect of human life, including in terms of the agreement itself, which was originally in the conventional form (written or oral agreement) then a new form of agreement has emerged, namely an electronic agreement or contract.

Fintech can change people's lifestyles in many ways, as well as help critique the country, especially the existing legal system in Indonesia, such as helping the development of new companies to improve people's lives, reducing high-interest loans, and developing laws should certain, concerns or problems arise. An example of a major problem in the fintech sector is the leakage of consumers' personal data that cannot be traced online. According to the law, it has been managed preventively and some rules have been formulated to severely punish the places where such acts occur. By exemplifying the problem, of course, preventive measures can be taken, namely that every financial technology company is required to provide transparency of transactions once a month, commonly called the Investment Activity Report (LKPM) to the Investment Activity Agency (BKPM).

Legal protection is a form of protection regarding human rights that can cause harm to other people, and protection is aimed at all elements of society to provide overall freedom of rights regulated by existing regulations. What is meant by legal protection is that some legal actions must be obtained by law enforcement officials. The function of the apparat itself is to provide a sense of security to the community. According to Philipus M. Hadjon, there are two kinds of legal protection means, namely First, Preventive Legal Protection, namely, legal subjects are given the opportunity to submit objections or opinions before a government decision gets a definitive form. The goal is to prevent disputes. The second is Repressive Legal Protection, which is a form of legal protection which is more aimed at resolving disputes.

One example of the most important and frequent challenges faced in the case of electronic transactions is the lack of commonality or harmony of contract law, which often confuses the parties involved in determining the rights and obligations of each of them. Each country has different rules regarding the regulation of electronic contracts, so there are many differences in understanding regarding the provisions or rules in the contract, authentication of the parties involved, and protection of personal data.[2]

In this case, the harmonization of contract law is important to overcome these differences and this will also produce a common law so that it can be understood by the various parties involved in the transaction.

Seeing this, harmonization is needed to release overlapping laws and regulations in this case relating to the implementation of social assistance in the Republic of Indonesia so that the implementation of the law can be carried out effectively and efficiently. conceptually, social assistance is intended to alleviate members of the community who are unable to meet their basic needs, so that they can maintain and even develop themselves as human beings.

[2] Daniel E. P. Pardede, *Urgensi Pembentukan Undang-Undang Khusus Perlindungan Data Pribadi Di Indonesia Dalam Mewujudkan Harmonisasi Hukum Perlindungan Privasi Dan Data Pribadi Dalam Era Digital (Studi Kasus: Industri Financial Technology (Fintech) Berbasis Peer To Peer Lending*, Fakultas Hukum Universitas Tarumanagara, Vol. 5 No.1 2022

Harmonization of contract law here plays a very important role in order to produce legal clarity and to reduce conflicts between one party and another in this electronic transaction. If a clear and harmonized law has been produced, all parties involved in this transaction can have a clear reference or reference regarding contract procedures, what their rights and obligations are, and how to resolve existing conflicts so that everything will be considered fair. Harmonization of contract law can also result in strong security in electronic transactions, whether it is related to personal data or related to the authentication of the parties to the transaction. Therefore, we need to conduct research related to how the harmonization of contract law can affect the security side of electronic transactions, especially in involving other countries that have rules or legal systems that are not the same.

The purpose of making or the purpose of conducting research on this journal article is to study and analyze what are the impacts related to the harmonization of contract law on data security when conducting electronic transactions, and how to reduce the risk of cross-jurisdictional conflicts.[3]

In this research, we will review existing international law such as the United Nations Convention on the Use of Electronic Communications in International Contracts (UNECIC).[4] Then, how are the existing regulations, and what are the policies that can be applied in various countries in order to create the same legal results. Through the approach taken, we are expected to find a clear and transparent role of harmonizing contract law in order to create safe and reliable conditions for all parties who carry out transaction activities using electronics, so that later it can help the country to increase healthy digital economic growth.

This research is conducted focusing on the risks regarding the security of personal data for consumers in the Financial Technology business field in Indonesia. The protection of personal data of Financial Technology consumers is fully needed, and there must be some regulations to ensure the confidentiality of personal data on consumers in the Financial Technology business realm. This is because consumers' personal data is flooded and can be distributed and become products that are sold illegally. With rules that guarantee the confidentiality of consumers' personal data, the public will feel much safer in carrying out activities and transactions carried out using Financial Technology.

Protection of consumer personal data in Financial Technology must be carried out using regulations issued by the government. In addition, Financial Technology service providers also have an obligation to maintain the availability, confidentiality and integrity of financial data, buying and selling data, as well as personal data on their consumers, starting from the initial registration to the deletion of the data. If the Financial Technology service provider plans to use the data, then they must obtain consent from the consumer by explaining the limitations of data utilization in detail, including the purpose and information on the use of the data. From the various international law and practical aspects of contract law harmonization, this research will surely provide a useful reference for regulators, lawgivers, and businesses in creating a legal framework that works better with the ever-evolving technology.

METHODOLOGY

In this research, the author uses a qualitative approach with a normative method to conduct analysis related to the effect of harmonization of contract law on security in electronic transactions. The author chooses this approach because the main focus of this approach is a theoretical and analytical legal study of the regulations that apply in electronic transactions and what impact they have on the security of these transactions.[5] The following are details of the methodology used by the author in conducting his research:

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[3] Dr. Bernard Nainggolan, S.H., M.H., *Jaminan Perlindungan Hukum dalam Transaksi Elektronik Lintas Batas Negara*, Publika Global Media, Yogyakarta, 2021.

[4] Sharon Detrick, *The United Nations Convention on the Rights of the Child*, Martinus Nijhoff Publisher, 2023

[5] Jenorika Christy Rori, Hendrik B. Sompotan, Thor Bangsaradja Sinaga, *Aspek Hukum Perjanjian Internasional Dalam Ekspor Impor Barang*, Lex Et Societatis Vol. VIII/No. 4/Okt-Des/2020

1. Type of Research
   This research is descriptive analytical research which aims to provide an overview and conduct analysis related to the effect of harmonization of contract law on security in electronic transactions.
2. Research Approach
   The approach used is a normative approach[6], by analyzing the applicable laws and regulations, both in depth and broadly, and legal principles related to the harmonization of contract law. Researchers also explore legal documents in the form of international legal regulations such as the United Nations Convention on the Use of Electronic Communications in International Contracts (UNECIC)[7], as well as various other state policies related to electronic contracts and transaction data security.
3. Data Source
   The data used in this research are secondary data obtained from legal documents, laws and regulations, scientific journals and articles related to the harmonization of contract law and electronic transaction security.[8]
4. Data Collection Technique
   The data collection technique used in this research is a literature study through a literature review that includes articles, journals, and reports related to the title.[9] In addition, the author also analyzes international legal regulatory documents relating to electronic contracts and electronic transaction data protection.
5. Data Analysis
   All data that has been collected will then be analyzed qualitatively using the descriptive analysis method.[10] In this case the researcher will provide an overview related to the effect of harmonization of contract law on the security of electronic transactions by analyzing the advantages and disadvantages of various views on the existing legal system.
6. Preparation of Recommendations
   From the results of this analysis, a preparation will be made to provide policy references regarding what steps need to be taken by each country and its government in order to strengthen the harmonization of contract law and other regulations that can be applied.

DISCUSSION

With the rapid development of information and communication technology, electronic transaction processes are increasingly used in business activities in everyday life. The number of digital platforms or applications that support this will further enable the transaction process between parties in various countries so that it will continue to encourage the global economy to rely on technology-based transactions. However, this does not mean that this does not have challenges, in fact there are many legal challenges that are quite complex, especially in matters relating to regulation and security.

The expression of will must be a statement that he or she intends a legal relationship to arise. The conformity of will between two parties alone does not give birth to an agreement because the will must be expressed, must be real to the other party, and must be understood by the

[6] *Ibid*

[7] Sharon Detrick, *Loc.Cit.*

[8] https://www.detik.com/edu/detikpedia/d-6843072/definisi-data-sekunder-dan-cara-memperolehnya#:~:text=Data%20sekunder%20adalah%20data%20yang%20berhubungan%20dengan%20informasi%20dari%20sumber,didapatkan%20dari%20objek%20melalui%20wawancara

[9] https://kumparan.com/berita-hari-ini/pengertian-studi-pustaka-dan-ciri-cirinya-dalam-penelitian-1zCska3BLdI/1

[10] Jenorika Christy Rori, Hendrik B. Sompotan, Thor Bangsaradja Sinaga, *Aspek Hukum Perjanjian Internasional Dalam Ekspor Impor Barang*, Lex Et Societatis Vol. VIII/No. 4/Okt-Des/2020

other party. If the other party has expressed acceptance or approval, then there is an agreement.

As a country that applies the concept of the rule of law, justice and public welfare are a form of social security that must be provided by the State to its people, especially the Republic of Indonesia adheres to the theory of democracy as its system of government.

It is further explained that the principle of freedom of contract, which is one of the pillars of the Law of Treaties, is a runway that is very conducive to facilitating the pace of business activities. When there is an agreement to make a choice of law and sign a contract, the principle of pacta sunt servanda applies. The contract contains promises that must be fulfilled and the parties are bound to obey the contract. The binding force of the contract is as binding as the law. This freedom of contract is not without limits, the route is as long as the contract made does not conflict with public order, legislation, and propriety.

In accordance with OJK regulation No.77/POJK.0112016 regarding Information Technology-Based Money Lending and Borrowing Services. This regulation regulates financial technology, but specifically only regulates lending service agreements listed in Articles 18 to 20. Meanwhile, in contrast to Indonesian Banking Regulation 19/12/PBI 2017 concerning the implementation of financial technology, the regulation focuses on discussing finance in general, because this regulation regulates all financial technology which is described in Article 3. Bank Indonesia has also issued regulations regarding Members of the Board of Governors, this regulation is a follow-up to the provisions of the Members of the Board of Governors No. 19 providing more detailed information on matters, services and registration methods as well as product trial provisions. The existence of these two regulations is useful to provide protection to consumers with regard to fund data and national needs related to preventing terrorism financing and financial system stability and money laundering. The regulations made can be a legal umbrella, and financial technology and hopefully do not result in intense competition among business actors, because in these 2 regulations it is specifically for legal entities that can become financial technology providers and must first register themselves.

Fintech can change people's lifestyles in many ways, as well as help critique the country, especially the existing legal system in Indonesia, such as helping the development of new companies to improve people's lives, reducing high-interest loans, and developing laws should certain, concerns or problems arise. An example of a major problem in the fintech sector is the leakage of consumers' personal data that cannot be traced online. According to the law, it has been managed preventively and some rules have been formulated to severely punish the places where such acts occur. By exemplifying the problem, of course, preventive measures can be taken, namely that every financial technology company is required to provide transparency of transactions once a month, commonly called the Investment Activity Report (LKPM) to the Investment Activity Agency (BKPM).

Indeed, it is not easy to harmonize contract law, especially since international law is complex. However, the existence of the same principles alone is a success. The complexity of problems in the era of globalization is a necessity to seek solutions. Solutions are intended at least to avoid conflicts of interest. Or even if there is a conflict of interest, the consequences that occur are sought to be minimized.

There is one thing that arises in this case, namely the uncertainty of a law because of the different legal systems that apply in each country regarding electronic contracts.

1. Legal Uncertainty in Electronic Transactions

   Electronic contracts or digital contracts can be classified as an engagement with the threat of punishment, because if all parties doing business do not fulfill their obligations, consumers are also entitled to compensation caused by the negligence of business actors in carrying out all their obligations. On the other hand, if consumers also do not fulfill the obligations stipulated in the electronic contract, business actors are also entitled to compensation for matters caused by the negligence of consumers. Electronic contracts are included in the type of agreement that is not Named, because this electronic contract has not actually been regulated in the civil law law.[11] An agreement in order to guarantee legal certainty or clarity for all parties related to the validity of the agreement, it must fulfill the conditions for the validity of the agreement which have been regulated in Article 1320 of the Civil Law Law, Article 9 of Law No. 11 of 2008 concerning Electronic Information and Transactions which states that all business actors who offer their products through electronic systems are required to have clear and complete information related to the terms of the contract, producers and products marketed, but in this case there is no detailed explanation regarding the terms of the contract which is how and what it is like.[12]

The principle of legal certainty is important to note because without legal certainty, the community will not know how to take steps regarding what can and cannot be done and can be a great hope for justice seekers. Disputes arising from various aspects of economic activity in the world often occur, so the legislature and executive provide protection for their people through legislation.

In addition, one of the biggest problems in electronic transactions also arises because of differences in the application of contract law in various countries. In various countries, this electronic contract has been regulated with various regulations, one of which is the protection of personal data. This uncertainty or lack of clarity has led to legal risks that will harm all parties involved in the transaction. Article 47 of Government Regulation No. 82 of 2021 related to the Implementation of Electronic Systems and Transactions has included the conditions for the validity of electronic contracts, including the agreement of the parties made by capable or authorized legal subjects in accordance with the provisions of laws and regulations, certain matters and objects of transactions must not conflict with laws and regulations, decency and public order.[13]

As a country that applies the concept of the rule of law, justice and public welfare are a form of social security that must be provided by the State to its people, especially the Republic of Indonesia adheres to the theory of democracy as its system of government.

2. The Importance of Harmonizing Contract Law

One of the important areas of law in the process of trade or electronic transactions is contract law. The existence of differences in contract law rules in various countries in a process of trade transactions or electronic transactions involving business actors and consumers will inevitably lead to legal uncertainty. Differences in regulations and understanding in this contract law will certainly lead to conflict. Therefore, we need to harmonize contract law with one another in order to eliminate conflicts that come from different contract law regulations in each country. This also has the purpose of encouraging economic activities in each country to be smooth. The harmonization of national laws on contract law can provide effective protection for business actors and consumers from each country. With this protection, when a conflict arises, it can be minimized.[14]

Harmonization in the field of law including contract law is one of the important objectives in organizing legal relations. The main objective of legal harmonization seeks uniformity or common ground of the fundamental principles of the various existing legal systems (which will be harmonized). Finding common ground is not an easy task, as each country has fundamental differences in terms of its historical, legal and cultural background. The pluralism of countries' legal

[11] Samuel Hutabarat, *Harmonisasi Hukum Kontrak Dan Dampaknya Pada Hukum Kontrak Indonesia*

[12] Ibid

[13] Bimo Tresnadipangga, Fokky Fuad, Suartini, Harmonisasi Peraturan Perundang-Undangan Dalam Pelaksanaan Bantuan Sosial di Republik Indonesia, Binamulia Hukum Volume 12, Nomor 1, Juli 2023 (213-226)

[14] Samuel Hutabarat, Loc. Cit

systems is one of the basic obstacles. As a result, efforts to achieve legal harmonization are not easy.

Harmonization of law is an effort or process that wants to overcome the boundaries of differences, conflicting matters and irregularities in the effort or process of realizing harmony, suitability, compatibility, compatibility, balance between legal norms in laws and regulations as a legal system in a unified national legal framework.

Indeed, it is not easy to harmonize contract law, especially since international law is complex. However, the existence of the same principles alone is a success. The complexity of problems in the era of globalization is a necessity to seek solutions. Solutions are intended at least to avoid conflicts of interest. Or even if there is a conflict of interest, the consequences that occur are sought to be minimized.

There are several legal harmonization efforts that have been made at the international level, such as the United Nations Convention on the Use of Electronic Communications in International Contracts (UNECIC)[15], which has set an important legal basis for the recognition and acceptance of electronic contracts in various countries. But even though there are already some international rules such as UNECIC, the application of contract law is still getting a big obstacle because many countries still do not adhere to these legal regulations and still use their own rules so that it still creates legal uncertainty at the global level.

3. Security in Electronic Transactions

Legal protection of consumer personal data is one of the human rights that can create harm to other parties, and protection is intended for all parties to provide freedoms that have been regulated by existing regulations. Security or legal protection is a legal action that must be obtained by law enforcement officials.[16] Information security in general is defined as process of profecting the confidentiality, integrity and activities need handicraft effort. This means that ideas a vailability of data from accidental or international misuse.[17] From the above understanding, it can be seen that information security is an important thing. One of the models that has been worldwide is the CIA model (Confidentiality, Integrity, and Availability).

These guidelines serve as recommendations for governments, businesses, parties to international transactions and representatives of parties to international transactions on the characteristics of legal protection for parties to international transactions that are effective for electronic transactions. The underlying thoughts are: first, applicable law and jurisdiction are selected for appropriate modification. There is no detailed formulation of applicable law or jurisdictional principles, but the guidelines describe the features of appropriate modification.

Remedies are legal steps taken by a person or legal entity to challenge a judgment or court decision because it does not fulfill a sense of justice or is felt to be detrimental. Consumers who feel aggrieved by a fintech provider that illegally shares their personal data can take various legal actions for their losses, both litigation and non-litigation.

The starting point of the urgency of protecting personal data is related to privacy. Privacy emphasizes information that is confidential and not intended for public consumption. In relation to rights, in essence, it is not a gift, but something

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[15] Sharon Detrick, *Loc. Cit.*

[16] Soediro, *Prinsip Keamanan, Privasi, Dan Etika Dalam Undang-Undang Informasi Dan Transaksi Elektronik Dalam Perspektif Hukum Islam*, Fakultas Hukum, Universitas Muhammadiyah Purwokerto

[17] Ikka Puspita Sari, Keabsahan Perjanjian Kontrak Elektronik Dalam Transaksi ECommerce Di Tinjau Dari Hukum Perdata, Jurnal Al-Wasath 3 No.2: 105-112, 2022

that is obtained. In McCloskey's view, a right is given solely for the use of everyone. On the other hand, according to Joel Feinberg, rights are reciprocal to the fulfillment of obligations. When talking about rights and obligations, it is like two sides of a coin.

In addition to various benefits, the existence of technology also creates new crime models. Various impacts of violations of personal data abuse are very common. The act of misuse of personal data when associated with cybercrime is a type of cybercrime in the form of infringements of privacy where this form of cybercrime is taking a person's personal data that has been filled in and computerized in the form of personal data forms which then the data is used by cyber criminals to carry out actions so as to cause harm. Many incidents related to the misuse of personal data caused by the leakage of personal data carried out illegally occur in the cyber world in Indonesia.

One important aspect of security in electronic transactions is the protection of personal data. When conducting electronic transactions all our personal data is collected and processed. If there are no clear regulations governing this system, then the parties involved in this transaction can be said to be the target of cyberattacks, data theft and or misuse of personal data. Therefore, we need to have a contract law that regulates the protection of personal data for our security.

4. The Need for International Cooperation in Legal Harmonization

Before entering the theoretical aspects of legal certainty, it is necessary to first describe the legal theory. Legal theory is a theory in the field of law that functions to provide convincing arguments that the things described are scientific, or the things described meet theoretical standards. According to Hans Kalsen, Legal Theory is the science of the law that applies not about the law that should be. The legal theory in question is pure legal theory, which is called positive legal theory. Meanwhile, according to Friedman, legal theory is a science that studies the essence of law relating between legal philosophy on the one hand and political theory on the other. The discipline of legal theory does not have a place as an independent science, for that legal theory must be juxtaposed with other legal sciences. Legal theory is different from positive law. This needs to be understood in order to avoid misunderstandings, because it seems that there is no difference between legal theory and positive law, even though both can be studied according to philosophical views. The task of legal theory is to explain the values, postulates of law up to its philosophical foundation which is left behind.

We need more intensive international cooperation between one country and another in order to create a legal understanding that can be accepted by various countries in conducting electronic transactions or digital transactions. The state also needs to carry out periodic regulations to keep updating existing technological developments, so that later it can strengthen the security of global electronic transactions.

It was further explained that the principle of freedom of contract, which is one of the pillars of the Law of Treaties, is a runway that is very conducive to facilitating the pace of business activities. When there is an agreement to make a choice of law and sign a contract, the principle of pacta sunt servanda applies. The contract contains promises that must be fulfilled and the parties are bound to obey the contract. The binding force of the contract is as binding as the law. This freedom of contract is not without limits, the threshold is as long as the contract made does not conflict with public order, legislation, and decency.

However, the overall regulations governing e-commerce have not been felt to provide sufficient legal protection for e-commerce businesses and consumers. The globalization of the world economy and the formation of regional economic cooperation have influenced the way business transactions are carried out today, not to mention that if the e-commerce transactions occur across countries, for example ASEAN, it is necessary to formulate relevant rules according to current conditions. E-commerce rules must be more promotive and harmonious to support the sustainability of online company practices. Because, this rule will be used to promote e-commerce. The regulations must be more adaptive to the development of the world of science and technology. Moreover, information and communication technology (ICT) is growing rapidly, regulations should not be inferior and restrictive. The rules must be fair to e-commerce businesses and consumers.

CONCLUSION

In order to ensure the security of digital transactions or electronic transactions, the harmonization of contract law is needed in order to produce legal certainty and can increase the security of the data of the parties involved. Basically, there are already several international initiatives, but this harmonization process still faces several conflicts that must continue to be overcome through stronger cooperation between countries and the need for clearer legal standards so that the security of electronic transactions can be guaranteed and the digital economy can continue to develop well.

The development of the digital industry today, the use of personal data is increasing. A person easily submits personal data to online applications, such as Financial Technology and online transactions, as a condition for using these services. However, the use of personal data can be at risk of leakage, and can harm the community. This research aims to discuss the legal protection of personal data of Financial Technology consumers, and legal remedies that can be taken by Financial Technology consumers if personal data is misused by the organizer.

Fintech can change people's lifestyles in many ways, as well as help critique the country, especially the existing legal system in Indonesia, such as helping the development of new companies to improve people's lives, reducing high-interest loans, and developing laws should certain, concerns or problems arise. An example of a major problem in the fintech sector is the leakage of consumers' personal data

that cannot be traced online. According to the law, it has been managed preventively and some rules have been formulated to severely punish the places where such acts occur. By exemplifying the problem, of course, preventive measures can be taken, namely that every financial technology company is required to provide transparency of transactions once a month, commonly called the Investment Activity Report (LKPM) to the Investment Activity Agency (BKPM).

The statement of will must be a statement that he wants a legal relationship to arise. The conformity of will between two parties alone does not give birth to an agreement because the will must be expressed, must be real to the other party, and must be understood by the other party. If the other party has expressed acceptance or approval, then there is an agreement.

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